

STATE OF INDIANA)
)
COUNTY OF MARION)

SUSAN SMITH,)
)
 Plaintiff,)
)
v.)
)
GEICO Casualty Company,)
)
 Defendant.)

APPEARANCE

Attorney Paul Petro hereby enters his appearance on behalf of Plaintiff and provides the following required attorney contact information:

Paul Petro 29042-49
Petro Law Firm LLC
PO Box 6389
Fishers, IN 46038
paul@petrolaw.us

Attorney's contact information maintained in the Indiana Roll of Attorneys for the purposes of Indiana's e-filing system is correct and up to date.

Respectfully submitted,

/s/ Paul Petro
Paul Petro 29042-49
Petro Law Firm LLC
PO Box 6389
Fishers, IN 46038
Attorney for Ms. Smith

**SUMMONS
 IN THE MARION COUNTY SUPERIOR COURT
 STATE of INDIANA**

SUSAN SMITH,)
)
 Plaintiff,)
)
 v.)
)
 GEICO Casualty Company,)
)
 Defendant.)

TO DEFENDANT: GEICO Casualty Co. c/o Registered Agent CT Corporation System
 334 N. Senate Av.
 Indianapolis, IN 46204

You are hereby notified that you have been sued by the person named as Plaintiff and in the Court indicated above.

The nature of the suit against you is stated in the complaint which is attached to this Summons. It also states the relief sought or the demand made against you by the Plaintiff.

An answer or other appropriate response in writing to the Complaint must be filed either by you or your attorney within twenty (20) days, commencing the day after you receive this Summons, (or twenty-three (23) days if this Summons was received by mail), or a judgment by default may be rendered against you for the relief demanded by plaintiff.

If you have a claim for relief against the plaintiff arising from the same transaction or occurrence, you must assert it in your written answer.

Dated: 7/8/2020

Mylan A. Eldridge
 Clerk, Marion County

(The following manner of Service of Summons is hereby designated.)

- ☒ Registered or Certified Mail
☐ Service on Individual by Sheriff
☐ Service by Sheriff at place of employment, to wit:
☐ Private Service



Paul Petro, Attorney for Plaintiff
 Attorney No. 29042-49
 PO Box 6389
 Fishers, IN 46038
 Phone: 317-989-3836

CLERK'S CERTIFICATE OF MAILING

I hereby certify that on the _____ day of _____, 20____, I mailed a copy of this Summons and a copy of the complaint to the Defendant, GEICO Casualty Co. c/o Registered Agent CT Corporation System, by _____ mail, requesting a return receipt, at the address furnished by the Plaintiffs.

Clerk, Marion County

RETURN OF SERVICE SUMMONS BY MAIL

(1) I hereby certify that the attached receipt was received by me showing that the Summons and a copy of the complaint mailed to the Defendant GEICO Casualty Co. c/o Registered Agent CT Corporation System, was accepted by the Defendant on the _____ day of _____, 20____.

(2) I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint mailed to Defendant GEICO Casualty Co. c/o Registered Agent CT Corporation System was accepted by _____ on behalf of the Defendant on the _____ day of _____, 20____.

(3) I hereby certify that the attached return receipt was received by me showing that the Summons and a copy of the complaint was returned not accepted on the _____ day of _____, 20____.

Clerk, Marrion County

By: _____
Deputy

SERVICE ACKNOWLEDGED

A copy of the within Summons and a copy of the complaint attached thereto were received by me at _____ this _____ day of _____, 20____.

Signature of Defendant

STATE OF INDIANA)
)
COUNTY OF MARION)

SUSAN SMITH,)
)
 Plaintiff,)
)
v.)
)
GEICO Casualty Company,)
)
 Defendant.)

IN THE MARION SUPERIOR COURT
CAUSE NO.

Complaint for Damages, Breach of Contract,
And Insurance Bad Faith

Susan Smith, by counsel, states the following in support of her claims:

1. On September 2, 2018, Cesar Trujillo was driving a Toyota Tundra pickup truck southbound on Highway 287 between Fort Collins, CO. and Boulder, CO.
2. Mr. Trujillo crashed into the back of a stopped Chevy Malibu, injuring both people in the Chevy, one of whom was Ms. Susan Smith.
3. On Sep. 2, 2018, Mr. Trujillo was insured by Allstate.
4. On Sep. 2, 2018, Ms. Smith was insured by Geico Casualty Co. for uninsured/under-insured motorist benefits. A copy of the insurance policy is already in Geico's possession.
5. Allstate eventually paid the full amount of available insurance covering Mr. Trujillo.

6. Ms. Smith's damages were greater than the available insurance covering Mr. Trujillo.
7. Ms. Smith received extensive medical treatment in Colorado and Indiana for her injuries, which included a broken back, serious concussion, memory problems, dizziness, and headaches.
8. At all times, Ms. Smith has complied with Geico's requests for information.
9. At all times, Ms. Smith fulfilled all conditions precedent to payment of her insurance benefits.
10. Ms. Smith requested that Geico hold up their end of the deal and pay the remaining available insurance coverage.
11. Geico denied that there was any available insurance.
12. Geico refused to pay the available insurance benefits Ms. Smith had paid for.
13. Geico made unreasonable requests for irrelevant medical records
14. Geico ignored undisputable facts about the nature and severity of Ms. Smith's injuries.
15. Geico engaged in a deliberate, systematic plan of delay and denial.
16. Geico has a corporate policy detailing how lower level employees/adjusters are to delay and deny claims such as Ms. Smith's claim.
17. Geico trains lower level employees/adjusters are to delay and deny claims such as Ms. Smith's claim.

Count I – Breach of Contract

18. Ms. Smith incorporates paragraphs 1 through 17 in full.
19. Geico owes benefits to Ms. Smith under the underinsured motorist provisions of her policy.
20. Geico has wrongfully denied coverage for underinsured motorist benefits and refuses to pay the claim.

21. Geico owes Ms. Smith the remaining available benefits of the insurance policy she paid for.

Count II – Bad Faith

- 22. Ms. Smith incorporates paragraphs 1 through 21 in full.
- 23. Implied in the written insurance contract between Ms. Smith and Geico is a covenant of good faith and fair dealing.
- 24. Geico, through its agents and employees, breached the covenant of good faith and fair dealing by engaging in unfair claim settlement practices.
- 25. Geico misrepresented pertinent facts or insurance policy provisions relating to coverages at issue.
- 26. Geico failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.
- 27. Geico failed to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies.
- 28. Geico refused to pay claims without conducting a reasonable investigation based upon all available information.
- 29. Geico failed to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed.
- 30. Geico did not attempt in good faith to effectuate prompt, fair, and equitable settlements of claims in which liability has become reasonably clear.
- 31. Geico delayed reasonable payments, requested irrelevant medical records, and offered substantially less than the amounts ultimately recovered in actions brought by such insureds, compelling Ms. Smith to institute litigation to recover amounts due under the insurance policy.

WHEREFORE, Susan Smith prays for judgment ordering Defendant, Geico Casualty Co., to pay Ms. Smith's claims for underinsured motorist benefits under the terms of the policy, for punitive damages to punish and make example of Geico's conduct, to deter future instances of unfair claims practices, for the costs of this action, and such other relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Paul Petro
Paul Petro 29042-49
Petro Law Firm LLC
PO Box 6389
Fishers, IN 46038
Attorney for Ms. Smith

Request for Jury Trial

Susan Smith requests that this cause of action and all issues be tried by jury.

Respectfully submitted,

/s/ Paul Petro
Paul Petro 29042-49
Petro Law Firm LLC
PO Box 6389
Fishers, IN 46038
Attorney for Ms. Smith

STATE OF INDIANA)	IN THE MARION SUPERIOR COURT
) SS:	CIVIL DIVISION 5
COUNTY OF MARION)	CAUSE NO. 49D05-2007-CT-022413
SUSAN SMITH,)	
)	
Plaintiff,)	
v.)	
)	
GEICO CASUALTY COMPANY,)	
)	
Defendant.)	

APPEARANCE BY ATTORNEY IN CIVIL CASE

Party Classification: Initiating _____ Responding √ Intervening _____

1. The undersigned attorney and all attorneys listed on this form now appear in this case for the following party member(s): Geico Casualty Company

2. Applicable attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rules 3.1 and 77(B) is as follows:

Name: <u>Thomas E. Rosta</u>	Atty Number: <u>#18858-45</u>
Address: <u>METZGER ROSTA LLP</u>	Phone: <u>(317) 219-4606</u>
<u>32 S. 9th Street</u>	Fax: <u>(317) 773-5077</u>
<u>Noblesville, IN 46060</u>	E-mail: <u>tom@metzgerrosta.com</u>

3. There are other party members. Yes ___ No √ (If yes, list on continuation page).

4. If first initiating party filing this case, the Clerk is requested to assign this case the following Case Type under Administrative Rule 8(b)(3). _____.

5. I will accept service by FAX at the above noted number: Yes ___ No √

6. This case involves support issues. Yes ___ No √
(If yes, supply social security numbers for all family members on continuation page).

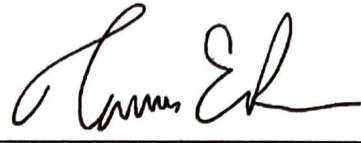
7. There are related cases: Yes ___ No √ (If yes, list on continuation page).

8. This form has been served on all other parties Certificate of Service is attached:
Yes √ No ___

9. Additional information required by local rule: none.

Respectfully submitted,

METZGER ROSTA LLP


By: 
Thomas E. Rosta (#18858-45)
Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of July, 2020, pursuant to Rule 86(G) of the Indiana Rules of Trial Procedure, the foregoing document was electronically filed using the IEFS.

I certify that the following person was electronically served with the foregoing document:

Paul Petro
Petro Law Firm LLC
PO Box 46038
Fishers, IN 46038


Thomas E. Rosta (#18858-45)

METZGER ROSTA LLP
32 S. 9th Street
Noblesville, IN 46060
(317) 219-4606

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CIVIL DIVISION 5
CAUSE NO. 49D05-2007-CT-022413

SUSAN SMITH,)
)
 Plaintiff,)
v.)
)
GEICO CASUALTY COMPANY,)
)
 Defendant.)

MOTION FOR EXTENSION OF TIME

Comes now the Defendant, Geico Casualty Company, by counsel, and respectfully moves the court for an extension of time to and including August 30, 2020, within which to file an answer to Plaintiff's Complaint, and in support thereof would represent and show the court the following:

1. That said Defendant's response is presently due.
2. That no prior extensions have been requested.
3. That Defendant's counsel has just been retained to represent said Defendant in the

above cause and will need an extension of time to and including August 30, 2020, within which to confer with his client, and be in a position to file a proper response for and on behalf of this Defendant.

WHEREFORE, the Defendant prays for an extension of time to and including August 30, 2020, within which to respond to Plaintiff's Complaint.

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of July, 2020, pursuant to Rule 86(G) of the Indiana Rules of Trial Procedure, the foregoing document was electronically filed using the IEFS.

I certify that the following person was electronically served with the foregoing document:

Paul Petro
Petro Law Firm LLC
PO Box 46038
Fishers, IN 46038

A handwritten signature in black ink, appearing to read 'Thomas E. Rosta', written over a horizontal line.

Thomas E. Rosta (#18858-45)

METZGER ROSTA LLP
32 S. 9th Street
Noblesville, IN 46060
(317) 219-4606

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CIVIL DIVISION 5
CAUSE NO. 49D05-2007-CT-022413

SUSAN SMITH,)
)
 Plaintiff,)
v.)
)
GEICO CASUALTY COMPANY,)
)
 Defendant.)

ORDER GRANTING EXTENSION OF TIME

Comes now the Defendant, Geico Casualty Company, by counsel, and having filed its Motion for Extension of Time.

And the Court, being duly advised in the premises, now grants the same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Defendant, Geico Casualty Company, shall have up to and including August 30, 2020, within which to answer Plaintiff's Complaint.

Dated: _____

JUDGE, Marion Superior Court, Civ. Div. 5

Distribution:

Paul Petro
Petro Law Firm LLC
PO Box 46038
Fishers, IN 46038

Thomas E Rosta
Tom@metzgerrosta.com

FILED

July 31, 2020
CLERK OF THE COURT
MARION COUNTY
MK

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CIVIL DIVISION 5
CAUSE NO. 49D05-2007-CT-022413

SUSAN SMITH,)
)
 Plaintiff,)
v.)
)
GEICO CASUALTY COMPANY,)
)
 Defendant.)

ORDER GRANTING EXTENSION OF TIME

Comes now the Defendant, Geico Casualty Company, by counsel, and having filed its Motion for Extension of Time.

And the Court, being duly advised in the premises, now grants the same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Defendant, Geico Casualty Company, shall have up to and including August 30, 2020, within which to answer Plaintiff's Complaint.

Dated: **July 30, 2020**



JUDGE, Marion Superior Court, Civ. Div. 5

Distribution:

Paul Petro
Petro Law Firm LLC
PO Box 46038
Fishers, IN 46038

Thomas E Rosta
Tom@metzgerrosta.com